

INSTRUCTIONS FOR COMPLETING PURCHASE OF SERVICES (POS) DMR CONTRACT FORMS

The forms contained in this package represent all the forms necessary to complete POS DMR Contract Forms. The forms are presented in a format that allows the bidder/provider to complete the required information fields and allow for arithmetic calculations (where appropriate) to occur automatically. The several forms are presented in a logical manner and are best completed in sequence. When completing these forms please keep in mind the following special instructions:

I. HYPERLINKS & REQUIRED SOFTWARE

Several forms contain many hyperlinks to important information on the World Wide Web. The bidder/provider is responsible to know and understand its obligations under the information contained in these references before submitting a bid and/or contract. If the bidder/provider clicks on a hyperlink and has difficulty accessing the hyperlink on its computer the bidder/provider must set-up the browser on its computer system. Acrobat will prompt you with a "pop-up" menu and the following message will appear: "Acrobat Weblink - A Web browser has not been specified. Do you want to configure the Weblink preferences?" Click the "Yes" box. Another "pop-up" menu will appear entitled "Weblink Preferences." Move to field "Connection Type" and click the down arrow. Select the appropriate browser (e.g. Internet Explorer, Netscape Navigator, AOL, etc). Once the browser has been selected click "OK." You will then receive an Acrobat default message. Disregard the error message and Click "OK". You should then be able to access all hyperlinks on the forms. This set-up process needs to be completed only ONCE.

In order to properly view the contents of this package you will need to have Acrobat Reader 4.0 (or higher) installed on your computer. Earlier versions of Acrobat Reader will not work. If you need to download Acrobat Reader 4.0 (or higher) please go to <http://www.adobe.com/main.html> (the download for Acrobat Reader is free.)

Please Note: Using the free version of Acrobat Reader 4.0 (or higher) will allow you to complete the forms as indicated and to print the forms for submission. However, this Reader version of Acrobat will **NOT** allow you to save the completed forms to your hard drive. For that function you will need to have Adobe Acrobat 4.0 or higher installed on your computer. If you do not have Adobe Acrobat 4.0 or higher currently on your computer you may wish to purchase from Adobe "The Works, 5.0" software. Please see the above hyperlink for information on acquiring this software.

II. FORM COMPLETION GUIDELINES FOR BUDGET PAGES

Once you begin completing the forms there are some details you should look out for on both the Unit Rate & Cost Reimbursement versions of the Attachment 3:Fiscal Year Program Budget Page and the Attachment 4:Rate Calculation/Maximum Obligation Calculation Page.

- The Budget Forms contain two versions of Attachment 3 and Attachment 4. One version is to be used with Unit Rate budgets. A **blue** text field located at the top of the two pages identifies this version. The second version is to be used with Cost Reimbursement budgets. A **brown** text field located at the top of the two pages identifies this version. The bidder/provider must inquire which version it will be required to complete and complete **ONLY** that version.
- Where appropriate there are **yellow** note icons within the **blue** and **brown** text fields noted above that contains important instructions that must be followed. Please open these text boxes and follow the instructions.
- Some data fields on the forms will be accompanied by special instructions that appear in **red** type. Please read these instructions before entering data.
- Where appropriate, the forms will complete arithmetic operations automatically. Where this occurs the bidder/provider will not have access to the calculated field.
- **Special arithmetic completion entry:** In some instances the arithmetic operation lags behind data entry. In order to get around this problem and insure accurate arithmetic a special "0" entry field has been established at the end of arithmetic data fields. Wherever this field appears the bidder/provider must enter "0" to complete the arithmetic operation. Once the "0" has been entered, however, and it becomes necessary to change a number (or enter a new number) that would result in a revised calculation the bidder/provider must delete the "0" entry, enter the adjustment (e.g. a new entry or a correction of an existing entry) and then re-enter the "0". This sequence must be followed exactly. This re-entry procedure will update all arithmetic calculations.

III. RESET BUTTONS

Most forms contain a **yellow** reset button at the bottom of the page. Clicking this button will reset all fields unique to that page back to default values. Where a **yellow** reset button does not appear the form is easily reset by individually deleting the data from all completed fields. Please Note: Some forms contain a special **red** reset button. Clicking this button will reset **ALL** fields on **ALL** forms in the package back to default values and, therefore, should be used with caution.

DEPARTMENT OF MENTAL RETARDATION

REQUEST FOR RESPONSE

COVER PAGE

Bidder Name:

Contact Person:

Address:

Business Telephone:

Fax Number:

E-mail Address:

RFR #:

RFR Title:



COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM AND INSTRUCTIONS

This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) for use by all Commonwealth Departments. **Any changes to the official printed language of this form shall be void. This shall not prohibit the addition of non-conflicting Contract terms.** By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required by law and certifies that it shall comply with the following requirements: that the Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, permits and resources for performance; that the Contractor and its subcontractors are not currently debarred; that the Contractor is responsible for reviewing the Standard Contract Form Instructions available at www.comm-pass.com/comm-pass/forms.asp; that the terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties; and that the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including the following requirements: all relevant Massachusetts state and federal laws, regulations, Executive Orders, treaties, [requirements for access to Contractor records](#), the terms of the applicable [Commonwealth Terms and Conditions](#), the terms of this Standard Contract Form and Instructions including the [Contractor Certifications and Legal References](#), the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated provisions.

[THE CONTRACTOR MUST COMPLETE ONLY THOSE SECTIONS PRECEDED BY AN "→".]

→ VENDOR CODE:	MMARS DOCUMENT ID - SC DMR CONTRACT ID - SC DMR
→ CONTRACTOR NAME:	DEPARTMENT OF MENTAL RETARDATION
→ CONTRACT MANAGER:	CONTRACT MANAGER:
→ PHONE:	PHONE:
→ FAX:	FAX:
→ E-MAIL ADDRESS:	E-MAIL ADDRESS:
→ BUSINESS MAILING ADDRESS:	BUSINESS MAILING ADDRESS:
THE FOLLOWING COMMONWEALTH TERMS AND CONDITIONS FOR THIS CONTRACT HAS BEEN EXECUTED AND FILED WITH CTR: <i>(Check only one)</i> <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS <input type="checkbox"/> COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES	
COMPENSATION: <i>(Check one option only)</i> Maximum Obligation of this Contract: <input type="checkbox"/> No Maximum Obligation has been set for this Contract: (Check one) Rate Contract with a Rate of: _____ Per: Rate Contract with Multiple/Negotiated Rates: (Attach listing of multiple rates or description of negotiation process)	PAYMENT TYPE: <i>(Check one option only)</i> <input type="checkbox"/> Payment Voucher (PV) <input type="checkbox"/> Ready Payment (RP) (Schedule: _____ Initial Base Amt: _____) <input type="checkbox"/> Contractor Payroll (CP) (Required for Contract Employees) <input type="checkbox"/> Recurring Payment (Required for Leases and TELPs)
→ PAYMENT METHOD: The Contractor agrees to be paid by Electronic Funds Transfer (EFT is the Commonwealth's Preferred Payment Method): Yes No	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: <i>(Reference to attachments without a narrative description of performance is insufficient.)</i>	
PROCUREMENT OR EXCEPTION TYPE: <i>(Check one option only)</i> TO BE COMPLETED BY DMR <input type="checkbox"/> Single Department Procurement/Single Department User Contract; <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract; <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract; <input type="checkbox"/> Statewide Contract (Only for use by OSD or an OSD-designated Department); <input type="checkbox"/> Grant (as defined by 815 CMR 2.00); <input type="checkbox"/> Emergency Contract (attach justification); <input type="checkbox"/> Interim Contract (attach justification); <input type="checkbox"/> Contract Employee; <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach proof); <input type="checkbox"/> Other (Specify): _____	
RFR REFERENCE NUMBER: (or "N/A" if not applicable)	
ANTICIPATED CONTRACT EFFECTIVE START DATE: Performance shall begin on _____, which shall be no earlier than the latest date this Contract is signed by authorized signatories of the Department and Contractor and approved under Section 1 of the applicable Commonwealth Terms and Conditions.	
TERMINATION DATE OF THIS CONTRACT: This Contract shall terminate on _____ unless terminated or amended by mutual written agreement by the parties prior to this date under Section 4 of the applicable Commonwealth Terms and Conditions.	
→ AUTHORIZING SIGNATURE FOR THE CONTRACTOR: → X: _____ (Signature of Contractor's Authorized Signatory) → DATE: _____ (Date must be handwritten at time of signature) → NAME: → TITLE:	AUTHORIZING SIGNATURE FOR THE DEPARTMENT: X: _____ (Signature of Department's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: _____ TITLE: _____

COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM INSTRUCTIONS



INTRODUCTION

The Standard Contract Form Instructions are provided to assist both Contractors and Commonwealth Departments with the interpretation and completion of the Standard Contract Form. These Instructions, including policies, procedures and legal references, are incorporated by reference into the Standard Contract Form. The Standard Contract Form is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard boilerplate is not already prescribed by statute, regulation or policy.

The Standard Contract Form is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include: (1) the applicable [Commonwealth Terms and Conditions](#) or the [Commonwealth Terms and Conditions for Human and Social Services](#), (2) a Request for Response (RFR), other procurement solicitation document, or non-procurement supporting documentation, (3) the Contractor's response to the RFR or other solicitation, or scope of services and budget for non-procured Contracts, and (4) any other negotiated terms and conditions and attachments. The applicable Commonwealth Terms and Conditions is signed only once by the Contractor and filed by the initial contracting Department with the [Office of the Comptroller \(CTR\)](#). The signed and filed Commonwealth Terms and Conditions will be incorporated by reference and apply to any contract, Grant or other agreement entered into by the Contractor and any Commonwealth Department. Therefore, Contractors do not have to re-sign this document for subsequent procurements.

LINKS TO POLICIES, PROCEDURES AND LEGAL REFERENCES. Text that appears underlined in the Standard Contract Form and Instructions indicates a "hyperlink" that will link you to an Internet or bookmarked site for the particular reference being cited. Pressing the "Alt" and "F9" keys while in the Microsoft® Word version of this document will display the full text of hyperlinks which can be copied and pasted or typed into your Internet browser address field if you can not connect directly to the Internet by clicking on a hyperlink. Hyperlinks to legal requirements such as statutes and regulations are links to unofficial versions of these documents. While reasonable efforts have been made to assure the accuracy of the data provided, Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. **PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT AT www.comm-pass.com/comm-pass/forms.asp FOR UPDATES.**

A Department is not responsible for providing a paper copy of the Standard Contract Form Instructions to Bidders or Contractors. The Standard Contract Form Instructions are incorporated by reference into the Standard Contract Form and do not have to be filed with the completed Contract documents. **Departments and Contractors are responsible for reviewing the Standard Contract Form and Instructions, including hyperlinks.** See www.comm-pass.com/comm-pass/forms.asp for an electronic copy of the Standard Contract Form with Instructions and access to the Internet hyperlinks.

CONTRACTOR INFORMATION - TO BE COMPLETED BY THE CONTRACTOR

VENDOR CODE: Enter the state accounting system [Vendor Code](#) assigned previously from the Commonwealth. If a [Vendor Code](#) has not been assigned, leave this space blank and the Department will complete this section when a [Vendor Code](#) has been assigned. If the Contractor has a [Vendor Code](#) with multiple payment remittance addresses, the Contractor must verify the correct Vendor Code to ensure timely payments to the correct address. The Contractor's failure to verify the correct Vendor Code will waive the Department's liability for late payment interest for payments sent to the incorrect remittance address.

CONTRACTOR NAME: Enter the full legal name of the Contractor's business as it appears on the Contractor's [W-9](#) Form. If Contractor also has a "doing business as" name, both the legal name and the "d/b/a" name must appear in this section.

CONTRACT MANAGER: Identify the authorized Contract Manager who will be responsible for managing the Contract.

PHONE/FAX/E-MAIL ADDRESS: Identify the phone, fax number(s) and electronic mail (e-mail) address of the Contract Manager.

BUSINESS MAILING ADDRESS: Enter the address where all correspondence to the Contract Manager must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's Contract Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

PAYMENT METHOD: This section is for informational purposes only, but must be completed by either the Contractor or the Department. Enter whether or not the Contractor agrees to be paid using [Electronic Funds Transfer \(EFT\)](#). [EFT](#) is the preferred and fastest method of payment for all Commonwealth payments. It is the Commonwealth's policy to pay bills within 30 days via [EFT](#). (See Commonwealth [Bill Paying Policy](#)). If the Contractor does not yet receive payments electronically, the Contractor should complete the [Authorization for EFT Payments Form](#). In addition to sending the remittance information to the Contractor's financial institution with the payment, CTR's [MassFinance/Vendor Web site](#) allows Contractors access to their remittance information, payment history and pending payments via their account number (the Vendor Code listed on the Standard Contract Form).

AUTHORIZING SIGNATURE FOR CONTRACTOR/DATE: The Authorized Contractor Signatory must, in their own handwriting and in ink, sign AND enter the date the Contract is signed. See section below under ["ANTICIPATED CONTRACT EFFECTIVE START DATE"](#).

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Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization may be required by the Department. See "[REQUIRED STANDARD CONTRACT FORM CONTENTS](#)" section below. See also CTR [Department Head Signature Authorization Policy](#) for the policy requiring live signatures and signature dates and Contractor signature authorization verification.

NAME /TITLE: The Contractor Authorized Signatory's name and title must appear legibly.

DEPARTMENT INFORMATION - TO BE COMPLETED BY THE DEPARTMENT

MMARS DOCUMENT ID: Enter the state accounting system ([MMARS](#)) transaction (encumbrance) number associated with this Contract. This sixteen position number consists of: 2 position transaction code, 3 position Department MMARS code, 4 position Organization Code, 7 position Department-defined identification number. (Example: "SC OSC 1010 1AUDIT2"; Note: the first character of the 7 position identification number typically represents the fiscal year for which the transaction is being created. For example, "FY2002" would appear as "2".) The **MMARS DOCUMENT ID** should be used as a reference number on all transactions, documentation or other correspondence related to the Contract.

CONTRACT ID: This number is used for Department internal purposes only, if the Department needs an identifying number in addition to the **MMARS DOCUMENT ID**.

VENDOR CODE: The Department will complete this field only if not already completed by the Contractor (such as when the Contractor is set up as a new Vendor on the MMARS Vendor File or when Vendor File changes are made). The Department must ensure that the Contractor's [Vendor Code](#) matches the [Vendor Code](#) created on the state accounting system [MMARS](#) Vendor File. If the Contractor has a Vendor Code with multiple payment remittance addresses (see the MMARS VEND file), the Department must verify the correct Vendor Code with the Contractor to ensure timely and properly directed payments.

DEPARTMENT NAME: Enter the full legal Department name.

CONTRACT MANAGER: Identify the authorized Contract Manager who will be responsible for managing the Contract.

PHONE/FAX/E-MAIL ADDRESS: Identify the phone, fax number(s) and electronic mail (e-mail) address for the Contract Manager.

BUSINESS MAILING ADDRESS: Enter the address where all correspondence to the Contract Manager must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the Contract Manager will meet any requirements for written notice under the Contract.

COMMONWEALTH TERMS AND CONDITIONS THAT APPLY TO THIS CONTRACT: Check either "[Commonwealth Terms and Conditions](#)" or "[Commonwealth Terms and Conditions for Human and Social Services](#)", whichever is applicable to the Contract performance. (See [Expenditure Classification Handbook](#) for assistance in determining applicable Commonwealth Terms and Conditions.) The checked document must be on file at CTR PRIOR to submitting this Contract for encumbrance processing at either CTR or the [Operational Services Division \(OSD\)](#), or if the Department has transaction delegation, prior to processing the encumbrance in [MMARS](#). The Department must check the [MMARS](#) VEND table to determine if the Contractor has already signed the applicable Commonwealth Terms and Conditions.

If the Contractor has the applicable Commonwealth Terms and Conditions already on file and submits additional signed copies of this form, these signed copies must be sent by a Department to the Office of the Comptroller Payee Unit to be maintained on file.

If the Contractor does not have the applicable Commonwealth Terms and Conditions on file and recorded on the [MMARS](#) VEND table, the Department must complete a Vendor Update Form (VU) on [MMARS](#) and then mail the VU with a completed [W-9](#) and Commonwealth Terms and Conditions to CTR's Payee Unit. Changes to the Contractor's identity during the period of the Contract require an updated [W-9](#) and execution of another Commonwealth Terms and Conditions reflecting the new information. See [Guidelines for Material Changes in Contractor Identity](#). For more information on Vendor Code requirements see [Section 4 "Payee Administration and Tax Reporting Administration and Tax Reporting Clearinghouse"](#) in the CTR annual [Fiscal Year Closing and Opening Instructions](#).

COMPENSATION: The Department must select from one of two categories for Contract compensation: (See Chapter 4, under section "RFR Section 6" of the [Commonwealth Procurement Policies and Procedures Handbook](#) for more information.)

- **Maximum Obligation.** A maximum obligation is used for either unit-based or project-based compensation when performance (commodity or service) is predictable and measurable and a maximum amount of funds has been set for the Contract. The amount entered in this space must be fully encumbered by the Department for the duration of the Contract according to the **ANTICIPATED CONTRACT EFFECTIVE START DATE** and the **TERMINATION DATE** listed in the Contract, including out year obligations.
- **No Maximum Obligation.** A Rate Contract is used when the rate per unit of performance (e.g., commodity or service) is known but the number of units that will be needed during the Contract period is unknown. Rate Contracts are also used when there are multiple Contractors available to provide performance and it is unknown which Contractors will be selected at any given time to provide performance. The Department must encumber sufficient funds to support the anticipated use of

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the Contract. The Department is also responsible for monitoring its requests for performance to ensure that performance by the Contractor does not exceed the amounts encumbered for the Contract. Select either:

- **A Rate Contract With A Single Rate**, and indicate the rate and type of unit (per hour, day, week, item, etc.).
- **A Rate Contract With Multiple/Negotiated Rates**, and attach listing of multiple rates (including any supporting documentation for rates), or if rates are to be negotiated, attach a description of the process that will be used to negotiate the rates. Rate Contracts with negotiated rates may not be used for open-ended arrangements but are appropriate for lists of pre-qualified contractors and certain Statewide Contracts for which rates are negotiated on a per project, program, task or work order basis depending upon the performance required.

PAYMENT TYPE: This section is for informational purposes only, but must be completed by the Department. This section should identify which of the following types of payment the Department will be using to pay the Contractor. See Commonwealth [Bill Paying Policy](#).

- **Payment Voucher (PV).** The standard payment mechanism for most Contracts.
- **Ready Payment.** An alternative payment mechanism (authorized by [G.L. c. 29, s. 23A](#) and 815 CMR 3.00) that enables recurring automated payment estimates (weekly, bi-weekly, semi-monthly) with monthly reconciliation for social, educational and rehabilitative service contracts with predictable, recurrent and regular service delivery schedules.
- **Contractor Payroll (CP).** This payment mechanism is required for all Contract Employees (determined to be Contract Employees through the IRS SS-8 test) and is made through the statewide payroll system ([HR/CMS](#)).
- **Recurring Payments.** This payment mechanism establishes a recurring schedule of automated payments (monthly, quarterly, semi-annually or annually) for all Commonwealth leases. TELP (Tax Exempt Lease Purchase) Contracts must use established [MMARS "REST" tables](#) (and not Contractor set schedules). See [Acquisition of Durable Commodities](#) (part of the [Commonwealth Procurement Policies and Procedures Handbook](#)) for more information about leases and TELPs.

PAYMENT METHOD: This section is for informational purposes only, but must be completed by either the Contractor or the Department. Enter whether or not the Contractor agrees to be paid using [EFT](#). (See [PAYMENT METHOD](#) section above for additional information.) Departments are strongly encouraged to promote the use of EFT for Contract payments and should encourage the Contractor to complete the [Authorization for EFT Payments Form](#) at any time.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: Enter a brief description of the Contract performance, project name or other identifying information. The description is used to specifically identify the Contract performance, match the Contract with attachments and determine if the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) has been selected. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected.

- **Commodity or Service Contracts.** If the Contract is for the procurement of commodities or services, the Department must indicate if the Contract was procured as a "Single Department Procurement/Single Department User Contract"; "Multiple Department Procurement/Limited Department User Contract"; "Single Department Procurement/Multiple Department User Contract" or a "Statewide Contract (Only for use by OSD or an OSD-designated Department)". See [Commonwealth Procurement Policies and Procedures Handbook](#) and Appendix [Use of Procurement by Single or Multiple Departments](#) for more information and documentation requirements for these options.
- **Grants.** If the Contract is being used for the award of a Grant, the Department must check "Grant". Grants are governed by 815 CMR 2.00 and [Grants and Subsidies Policy](#). See "[REQUIRED STANDARD CONTRACT FORM CONTENTS](#)" below for additional information.
- **Competitive Procurement Exception.** If the Contract did not result from a competitive procurement, the Department must check off the appropriate exception: "Emergency Contract"; "Interim Contract"; "Contract Employee"; "Collective Purchase approved by OSD"; a "Legislative/Legal Exemption" or "Other" (and specify procurement exception). Documentation proving the exception must be attached. See "[REQUIRED STANDARD CONTRACT FORM CONTENTS](#)" below for additional information.
- **REQUEST FOR RESPONSE REFERENCE NUMBER.** Enter the reference number of the RFR for this Contract (even if you are using an RFR that was issued by another Department). If the RFR was posted on Comm-PASS, use RFR Reference Number as posted. If an RFR was not used, indicate "N/A".

ANTICIPATED CONTRACT EFFECTIVE START DATE: The Department must enter the "anticipated" start date of the Contract. However, the legal effective start date of the Contract is determined by the execution dates of the Contract and any required approvals as outlined in Section 1 of the applicable Commonwealth Terms and Conditions.

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- **NOTE:** In the event the Department enters an incorrect date, *the legally enforceable Contract Effective Start Date of performance will be interpreted according to the language identified in Section 1 of the applicable Commonwealth Terms and Conditions.* CTR and OSD may correct the dates in the state accounting system [MMARS](#) to reflect the legal Contract Effective Start Date.
- **Unauthorized performance prior to legal contract effective start date.** Contractors are not authorized to provide performance prior to the legal Contract Effective Start Date of a Contract. **Departments and Contractors are on notice that, despite an incorrect date in the Standard Contract Form or any communications made by the Department to the contrary, the Contractor can not be compensated under the Contract for any performance made prior to the legal effective start date of the Contract as follows:**
 - **For Commodity and Service Contracts using the [Commonwealth Terms and Conditions](#),** *"the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later."*
 - **For Human and Social Service Contracts using the [Commonwealth Terms and Conditions for Human and Social Services](#),** *"the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor; the date the Contract was executed by an authorized signatory of the Department; the date specified in the Contract; or the date of Secretariat authorization pursuant to [G.L. c. 29, §29B](#)."*

TERMINATION DATE OF THIS CONTRACT: The Department must enter the date the Contract will terminate. A Contract must be signed for at least the initial duration listed in the RFR, or other solicitation document (if applicable). Amendments to extend the termination date, such as exercising an option to renew, must be made using the [Standard Contract Amendment Form](#) and must be signed by the Contractor and the Department PRIOR to the termination date (or as previously amended) in accordance with Section 4 of the applicable Commonwealth Terms and Conditions. The Contractor is not legally entitled to payment under this Contract for any performance provided after the Termination Date of a Contract (even if requested by the Department) and the Department may not amend the Contract to include such performance or payments since the performance was not made under this Contract. See Section on "[CONTRACT AMENDMENTS](#)" below. See also [Request for Response/Contract Duration Appendix](#).

AUTHORIZING SIGNATURE FOR DEPARTMENT/DATE: The Authorized Department Signatory must, in their own handwriting and in ink, sign AND enter the date the Contract is signed. See section above under "[ANTICIPATED CONTRACT EFFECTIVE START DATE](#)". **Rubber stamps, typed or other images are not accepted.** See also CTR [Department Head Signature Authorization Policy](#).

NAME/TITLE: The Department Authorized Signatory's name and title must appear legibly.

REQUIRED STANDARD CONTRACT FORM CONTENTS

ORIGINALS OR TRUE ATTEST COPIES OF CONTRACTS. Massachusetts [G.L. c. 7A, s. 5](#) requires that either the original or a certified copy of all Contracts be filed as directed by the Comptroller. The "record copy" contents of a Contract (as listed below) must be filed either at CTR, OSD (commodity contracts) or at the Department if so delegated, whenever a Standard Contract Form is used. **The Standard Contract Form Instructions are incorporated by reference and are not required to be filed as part of the original or true attest copy of the Standard Contract Form.** A Department official who has seen the original of a document can attest that a copy submitted is a "true attest" or "true copy" of the original. This certification can be done on the top page of the copy or by attachment. See also [Department Head Signature Authorization Policy](#).

- **COMMODITY AND SERVICE CONTRACTS.** (1) the applicable Commonwealth Terms and Conditions (on file at CTR); (2) an original or true attest copy of the Standard Contract Form; (3) a copy of the RFR, or a Comm-PASS close-out Contract Summary screen print (provided the RFR has been properly closed out and the close-out Summary posted on Comm-PASS verifies the location of the RFR and RFR Reference Number on Comm-PASS), or copy of other solicitation (if applicable); (4) an original or true attest copy of the Contractor's RFR Response (or a copy if the RFR was conducted by another procuring Department), or response to other solicitation (if applicable); (5) any negotiated additional terms; (6) Verification of Contractor signature authority if the Contract value exceeds \$50,000 (see [below](#)); and (7) for Consultant Contracts (HH or NN (N01-N14) subsidiaries in the [Expenditure Classification Handbook](#)) (a) Executive Departments must also attach a [Consultant Contractor Mandatory Submission Form](#) completed by the Contractor (pursuant to [G.L. c. 29, s. 29A](#) and [G.L. c. 7A, s. 6](#)); and (b) Non-Executive Departments must attach a statement of financial interest from consultant Contractors pursuant to [G.L. c. 7A, s. 6](#) and may use the [Consultant Contractor Mandatory Submission Form](#) or other appropriate format.

Note: See Chapter 5 "Contract Execution" and "RFR Attachments/Other" of the [Commonwealth Procurement Policies and Procedures Handbook](#) for additional information and any required RFR attachments.

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- **GRANTS.** (See [Grants and Subsidies Policy](#), 815 CMR 2.00 and [How to Determine if a Grant or Contract?](#)) (1) the applicable Commonwealth Terms and Conditions (on file at CTR); (2) an original or true attest copy of the Standard Contract Form; (3) a copy of the Grant application, RFR or Comm-PASS close-out Contract Summary screen print (provided that the RFR must have been properly closed out and the close-out Summary posted on Comm-PASS which verifies the location of the RFR and RFR Reference Number on Comm-PASS), or other solicitation document. If a Grant application process, RFR or other competitive selection was not used, attach a description of the Grant selection process, why a competitive selection was not performed and a justification for the Grantee selection; (4) the original or true attest copy of the Grantee's response to the Grant application, RFR or solicitation document. If a Grant application process, RFR or other competitive selection was not used, attach a detailed scope of performance and budget; (5) a copy of any additional negotiated terms; (6) if the Grant is being made to a non-public entity, and the Department is using appropriated Type 01 (operating) or Type 02 (capital) funds, attach a copy of the specific legislative authorization for a Grant to a non-public entity as required under 815 CMR 2.00, and (7) Verification of Contractor signatory authority if Grant value exceeds \$50,000 (see [below](#)).
- **COMPETITIVE PROCUREMENT EXCEPTIONS.** (1) the applicable Commonwealth Terms and Conditions (on file at CTR); (2) an original or true attest copy of the Standard Contract Form; (3) documentation justifying the competitive procurement exception (for Emergency and Interim Contracts); copies of legislative language or other legal exemption (for Contracts with legislative/legal exemption from procurement); approval from OSD (Collective Purchase Contract with federal or other public entity); or copy of posting/hiring documentation and resume (for Contract Employees); (4) an explanation of how the Contractor was selected; (5) documentation outlining performance responsibilities and costs (also known as scope of services and budget); (6) any additional negotiated terms, and (7) Verification of Contractor signature authority if Contract value exceeds \$50,000 (see [below](#)). See also [801 CMR 21.05](#) and Chapter 2 under "Competitive Procurement Exceptions" and Chapter 4 under "Contract Filing" of the [Commonwealth Procurement Policies and Procedures Handbook](#).

CONTRACTOR SIGNATURE VERIFICATION FOR ALL CONTRACTS, GRANTS OR OTHER AGREEMENTS. All Contracts exceeding \$50,000 in value must attach verification of signature authorization for the Contractor as outlined below. The [Contractor Authorized Signature Verification Form](#), or any other alternate format, may be used for this purpose. Departments are responsible for verifying that a Contract (regardless of amount) is signed by an authorized signatory for the Contractor. Verification includes: (a) proof of the authority to sign contracts and (b) an official sample of the signatory's signature that the Department can use to verify the signature on the Standard Contract Form, amendments and other documents related to the Contract. For Individual Contractors, such as a Contract Employee or Independent Contractor, only an official sample or notarized signature is required. See also [Department Head Signature Authorization Policy](#).

CONTRACT AMENDMENTS

The [Standard Contract Amendment Form](#) must be used to document all amendments to a Contract including exercising an option to renew, extending the period of performance, changing the scope of performance, changing costs, etc. A [Standard Contract Amendment Form](#) MUST be signed by the Department and the Contractor **PRIOR** to the termination date listed in the Contract (or as amended). Departments must attach all relevant documentation to support the amendment.

Options to Renew Amendments. Although options to renew are made at the discretion of a Department, the exercise of an option(s) to renew is considered a Contract amendment which will not be effective until documented by the execution of a [Standard Contract Amendment Form](#) by the Department and Contractor prior to the termination date of the Contract. A Department may exercise more than one option to renew at a time, if multiple options are still available under the procurement. If a Contract terminates prior to using the time left under a procurement, any remaining time available may still be used by the Department with the following restrictions: (1) the lapse in time between the original Contract termination date and the execution of a new Standard Contract Form will be lost and must be deducted from the total available time left under the Contract procurement, and (2) any newly signed Standard Contract Form will require copies of all the required documents filed with the original Standard Contract Form, plus any additional negotiated terms (as specified under "[REQUIRED STANDARD CONTRACT FORM CONTENTS](#)" above).

Terminated Contracts May Not Be Amended. A Contract which is not amended prior to its termination date terminates by operation of law and can not be amended. A Contractor is not authorized to continue performance after the termination date of a Contract even if the Department has notified the Contractor that it has exercised an option to renew or plans to amend the Contract. **Performance made during any lapse in time between the original Contract termination date and the execution of a new Standard Contract Form can not be compensated under either the original or the new Contract.** See "[ANTICIPATED CONTRACT EFFECTIVE START DATE](#)" above. See the [Commonwealth Procurement Policies and Procedures Handbook](#) Chapter 3 under "Contract Negotiations", Chapter 5 under "Amendments" and the [Request for Response/Contract Duration](#) Appendix for the scope of what can be negotiated by amendment under the Standard Contract Form.

COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM INSTRUCTIONS



CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

The following is a listing of legal references which may apply to Contract performance or to the Contractor's doing business in Massachusetts and which are incorporated by reference into the Contract. By signing the Standard Contract Form the Contractor certifies, under the pains and penalties of perjury, that it is in compliance with, and shall remain in compliance with, all legal requirements governing performance of this Contract and the Contractor's doing business in Massachusetts. This information is provided to assist Contractors with accessing their responsibilities. Hyperlinks to legal citations are to unofficial versions of these citations. While reasonable efforts have been made to assure the accuracy of the data provided, Contractors should consult with their legal counsel to ensure compliance with any legal requirements. **PLEASE NOTE THAT NOT ALL LAWS OR REQUIREMENTS HAVE BEEN CITED. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THE ELECTRONIC COPY OF THIS DOCUMENT AT www.comm-pass.com/comm-pass/forms.asp FOR UPDATES.**

- [Massachusetts General Laws](#); [Code of Massachusetts Regulations](#); ([Partial CMR Listing](#) and [Commonwealth Website partial CMR listing](#)); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services) and [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#);
- Providing access to Contractor records to state officials (e.g. State Auditor) under Executive Order 195 and [G.L. c. 11, s.12](#);
- [Federal tax laws](#); State tax laws including [G.L. c. 62C](#), the Contractor's certification under [G.L. c. 62C, s. 49A](#); reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#);
- If the Contractor is a [foreign corporation](#), compliance with [G.L. c. 181](#) including all requirements for certification, reporting, filing of documents and service of process;
- Employer requirements: compliance with applicable state and federal employment laws or regulations, including [minimum wages](#) and [prevailing wage programs and payments](#); [unemployment insurance](#) and [contributions](#); [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00 \(Minimum Fair Wages\)](#); [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); certification of meeting dependant care assistance requirements under the Acts of 1990, c. 521, §7 as amended by the Acts of 1991, c. 329, and 102 CMR 12.00; [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) (Federal Family and Medical Leave Act); [AGO Consumer Protection Guidelines, including Charities](#);
- Federal and state laws and regulations prohibiting discrimination including the Americans with Disabilities Act, [42 U.S.C. Chapter 126](#); the Rehabilitation Act, [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [G.L. c. 272 s. 98A](#); the [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); [AGO protection of elders](#);
- Filing of required certificates and reports with the [Secretary of the Commonwealth](#) and [Office of the Attorney General](#) or other departments as related to its conduct of business in the Commonwealth;
- Certification that the Contractor and any of its subcontractors are not currently debarred or suspended by federal or state government under any law or regulation including [G.L. c. 29, §29F](#) and [G.L. c. 152, s. 25C](#);
- [Massachusetts Executive Orders](#), including Executive Order 130 and Executive Order 346;
- Compliance with federal anti-lobbying requirements of [31 USC 1352](#); [other federal requirements when receiving federal funds](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#);
- [RFR – Required Specifications](#) which are incorporated by reference herein if not already included as part of the Request for Response for Contracts under [801 CMR 21.00](#); and
- The terms of the Request for Response (RFR) or solicitation for this Contract, if applicable; and any additional negotiated provisions for this Contract.

HELPFUL INFORMATION LINKS FOR DEPARTMENTS

[Overview of State Accounting](#); [State Finance Law](#); [Expenditure Classification Handbook](#); [Fiscal Year Closing/Opening Instructions](#); [Comptroller Policy Memos](#); [CTR Fiscal Year Memos](#); [Statewide Contract Listing](#); [OSD Memos](#); [OSD Discussions\(News\)](#); [Federal Debarment List](#); [OSD Purchased Services Homepage](#); [Guidelines for Material Changes in Contractor Identity](#); [Incidental Purchasing Quick Reference](#); [Use of Procurement by Single or Multiple Departments](#); [Contract Duration Appendix](#); [CTR Payroll Memos](#); [Security Officer Information](#); [Department Key Contacts](#); [Financial Reporting Responsibilities](#); [CTR Contract Review Form](#); [Commonwealth of Massachusetts Website](#); [Fixed Asset Subsystem User Guide](#); [Internal Control Information](#); [ADA Compliance for Government Facilities Training Guide](#); [Affirmative Market Program](#); [Administrative Bulletins](#); [Required Transaction Certification Language](#); [G.L. c. 7, c. 22](#); [G.L. c. 30, s. 51](#); [G.L. c. 7, s. 52](#); [G.L. c. 7A](#); [G.L. c. 29, s. 29A](#); [G.L. c. 29, s. 29B](#); [Legislative Home Page with FY GAA and Bills](#).

FY

Amendment #, If Applicable:

If Federal Funds, CFDA #:

for internal DMR use) within FY amendment #:

ATTACHMENT 1: PROGRAM COVER PAGE**PROGRAM INFORMATION**

Contractor Name:	Department of Mental Retardation
Program Type:	Document ID #
Program Name:	UFR Program #:
Program Address:	MMARS Program Code:
City/State/Zip	Other Reference Information (Information Purposes Only):
Contact Person:	Contact Person:
Telephone:	Telephone:

RFR INFORMATION: Attached legislative exemption RFR Reference # emergency collective purchase interim amendment

SCOPE OF SERVICES: Bidders Response Attached Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: to

INITIAL DURATION: to

OPTIONS TO RENEW: options to renew for years each option

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1,2, OR 3)						
OPTION 1: PRICE AGREEMENT (list price) \$ rate regulation (if any)						
OPTION 2: SUMMARY BUDGET (* lines only) unit rate cost reimbursement other						
OPTION 3: COMPLETE BUDGET cost reimbursement unit rate other						
	Tot:		Tot:		Total: \$	
	Multi-Year Total:					
CURRENT MAX OBLIGATION:\$	UNIT RATE:\$		per		# BILLABLE UNITS:	
ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:						

If Federal Funds, CFDA #:

Program Name:		Document ID#:				MMARS Code:		Program Type		UFR Prog. #	
		Current		Amend. Change		New					
		FTE	Amount	FTE	Amount	FTE	Amount	COST REIMBURSEMENT ONLY			
	Program Component							**Offset	Source	Reimbursable Cost	
UFR Title #	Direct Care/Program Support Staff/Overtime/ Shift Differential & Relief (Titles 101-141)										
	SUBTOTAL STAFF										
150	Payroll Taxes										
151	Fringe Benefits										
T	Total Direct Care/Program Staff										
Title	Occupancy										
301	Program Facilities										
390	Fac. Oper/Main/Furn										
T	Total Occupancy										
UFR Title	Other Direct Care/Program Support										
201	Direct Care Consultant										
202	Temporary Help										
203	Clients/Caregivers. Reimb/Stipends										
206	Subcontract Dir.Care										
204	Staff Training										
205	Staff Mileage/Travel										
207	Meals										
208	Contracted Client Trans.										
208	Vehicle Expenses										
208	Vehicle Depreciation										
209	Incid. Health/Med Care										
211	Client Per. Allowances										
212	Prov. of Material Good										
214	Direct Client Wages										
214	Other Commercial Prod. & Svs.										
215	Program Supplies/Mat										
T	Total Other Direct Care/Program										
Title	Direct Admin Expenses										
2160	Program Support										
410 & 390	Other Direct Administrative Expenses										
T	Total Direct Administrative Exp.										
T	SUBTOTAL PROGRAM COSTS										
410 T	Agency Admin. Support Allocation	\$									
T	PROGRAM TOTAL										

01/17/01



FY _____ Contractor Name _____ Amend #, If Appl.: _____ If Federal Funds, CFDA #: _____
(for internal DMR use) within FY amendment #: _____

ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE

Modified Attachment 4: to be used with all Dept. of Mental Retardation contracts

Program Name:	Document ID#:	MMARS Code:	Program Type	UFR Prog. #
---------------	---------------	-------------	--------------	-------------

AMENDMENT #, IF APPLICABLE: _____

UNIT RATE CALCULATION

- | | <u>Source</u> | <u>Amount</u> |
|--|--------------------|----------------------|
| 1. Program Total Costs: | | |
| 2a(1). Program offsets applied to occupancy and meals: | _____ | _____ |
| | _____ | _____ |
| 2a(2). Program offsets applied to non-occupancy and meal items | _____ | _____ |
| | _____ | _____ |
| 2b. Offsets for Non-Reimbursable Costs: _____ | | |
| Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5. | | |
| 2. Subtotal Offsets (Line 2a(1) + Line 2a(2) + Line 2b) | | (_____) |
| 3. Net Adjusted Program Costs (LINE 1 minus LINE 2) | | _____ |
| 4. Total Program Capacity _____ (# of units) | | _____ (Type of unit) |
| 5. Share of Total Capacity Purchased by Contract _____ (# of units) | | _____ (% of line 4) |
| 6. Negotiated Utilization Factor, if any _____ | | |
| 7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6) | _____ (# of units) | |
| 8. Unit Rate (LINE 3 DIVIDED BY LINE 7) | | _____ |
| 9. Maximum # of Billable Units (LINE 5 x LINE 6) | | _____ |

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION

11. For Unit Rate: Line 8 X Line 9
For Other Price Calculation Method, Enter Obligation From Line 10
For Cost Reimbursement: Enter Reimbursable Cost Total From Program Budget

- | | <u>SOURCE</u> | <u>AMOUNT</u> |
|--|---------------|---------------|
| 12. Invoice Offset | | |
| 12. Subtotal | | (_____) |
| 13. Maximum Obligation for the Program (LINE 11 minus LINE 12) | | |
| 14. Capital Budget (from Capital Budget Form), if applicable | | ===== |
| 15. Total Maximum Obligation for Program (LINE 13 + LINE 14) | | |

FOR INFORMATION ONLY:

Other Revenue Sources (Only if % in LINE 5 is less than 100%)

SOURCE AMOUNT

FY

Contractor Name:

AMENDMENT #, IF APPLICABLE:

If Federal Funds, CFDA #:
(for internal DMR use) within FY amendment #:

ATTACHMENT 5: NON-REIMBURSABLE COST PROGRAM OFFSET SCHEDULE

Program Name:	Document ID#:	MMARS Program Code:	Program Type	UFR Prog. #
---------------	---------------	---------------------	--------------	-------------

Program Component	State and/or Federal Reg.	Non-Reimbursable Cost	Source of Funds for Offset	Related Party (yes/no)	Name of Related Party
1. <u>Direct Care/Program Support Staff</u>		\$			
		\$			
		\$			
2. <u>Other Direct Care</u>		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
3. <u>Occupancy</u>		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
4. <u>Administrative Support</u>		\$			
		\$			
		\$			
		\$			
		\$			
		\$			
SUBTOTAL		<u>\$</u>			

Note: Subtotal must reconcile to line 2b on the Rate Calculation Page for Unit Rate & Accommodations Purchase budgets; or, to LINE A on the bottom of the budget page for Cost Reimbursement budgets.

FY _____

* If Federal Funds, CFDA #:

PURCHASE OF SERVICE ATTACHMENT 6: CAPITAL BUDGET:
For Purchase Of Capital Assets With Commonwealth Funds

Program Name:		Document ID#:	MMARS Program Code:	Program Type		UFR Prog. #
Item to Be Purchased	Need For Item			Quantity	Estimated Unit Cost	Estimated Total Cost

DEPARTMENT USE ONLY: Check the appropriate box:

Total Cost: _____

Capital items purchased by the Contractor: ☐

Capital items purchased by the Commonwealth (object code M11): ☐

Only capital items, as defined in 808 CMR 1.05(4)(a), may be procured through a capital budget with Commonwealth funds. The following are not eligible to be procured through this capital budget: capital items defined under 808 CMR 1.05(4)(b) which includes capital items that are not moveable, an asset or group of assets that are below the Contractor's capitalization level, or items not approved by the Department. Title to all capital items purchased by the Contractor through this capital budget shall vest with the Contractor (with certain restrictions). Title to all capital items purchased by the Commonwealth through this capital budget and the M11 object code shall vest with the Commonwealth.

* Pursuant to the provisions of OMB Circular A-122 a capital budget that utilizes federal grant funds to acquire capital items for use in programs receiving any federal grant funds may not be used unless the Department receives prior written approval from the Federal awarding agency(ies). Capital items of furnishings and equipment purchased with Commonwealth funds that are to be owned by the Contractor and used in programs receiving federal grant funds may only be acquired using a capital budget if the revenue and expense associated with the capital items are budgeted and disclosed in the UFR as a separate revenue and cost category of the program.

Use of assets acquired with Commonwealth funds should be clearly disclosed in the financial statements. The asset(s) should be disclosed on the UFR Balance Sheet in the plant fund if the Contractor holds title or in the Custodian fund if the Commonwealth holds title. The revenue derived from the capital budget when the asset is purchased should be disclosed in program services on the UFR Statement of Activities and in the appropriate program(s) on the Supplemental Revenue Schedule A. Capital assets, whether owned by the Contractor or the Commonwealth, should be depreciated and disclosed in Supplemental Expense Schedule B and Schedule B-1 as a non-reimbursable cost when incurred, using the schedule of service lives issued by the Operational Services Division. See also 808 CMR 1.05(2)(d).

The assets furnished through a capital budget must be labeled and kept on file in the Contractor's written inventory, which notes the number and description of assets, source of funding, acquisition cost and location of the assets, pursuant to 808 CMR 1.04(5). In addition, the Contractor must follow disposition standards in 808 CMR 1.04(5).

I, _____, an authorized signatory for _____
(the Contractor), hereby certify that the Contractor's capitalization level established for financial statement purposes by the board of directors is: an asset or group of assets of non-expendable personal property having a useful life of more than one year and an acquisition cost of \$_____.

_____ (Signature)

(Title)

(Date)

PURCHASE OF SERVICE - UFR TITLES

UFR Title #	UFR Titles (for a more complete title description, please refer to the UFR Audit & Preparation Manual)
101	Program Function Manager - An individual who has overall responsibility for the management, oversight and coordination of a programmatic functional area within or across programs as in the case of "Medical Director", "Residence Director", "Clinical Director", "Education Director", etc.
102	Program Director - An individual who has overall responsibility for the daily operation of one or more individual programs.
103	Assistant Program Director - An individual who reports directly to the Program Director, acts for the Program Director in his/her absence and functions as an adviser/assistant to the Program Director.
104	Supervising Professional - A credentialed professional (physician, psychiatrist, social worker, nurse, etc) whose primary responsibility is the supervision of fellow credentialed professionals in the daily performance of their programmatic functions.
105	Physician - A Board of Registration in Medicine-licensed or Board eligible physician (including all medical specialties, e.g. dentist, podiatrist except psychiatrist # 121) with either an MD or DO degree whose primary responsibility is delivery or supervision of health/medical care to program participants.
106	Physician's Assistant - An individual registered with the Department of Public Health and functioning in that capacity.
107	Registered Nurse-Master's, Nurse Psychiatric Mental Health Specialist, Nurse Practitioner- An individual who possesses a Master's degree in nursing and/or is licensed with the Board of Registration in Nursing and is functioning in any of the above capacities.
108	Registered Nurse-Non Masters - An individual who is licensed as a registered nurse by the Board of Registration Nursing (both BSNs and others) and is engaged in nursing duties.
109	Licensed Practical Nurse - An individual licensed as a practical nurse by the Board of Registration in Nursing and is engaged in Nursing duties.
110	Pharmacist - An individual licensed by the Board of Registration in Pharmacy and functioning as a pharmacist.
111	Occupational Therapist - An individual registered and licensed as an occupational therapist by the Board of Registration in Allied Health Professionals and who provides occupational therapy.
112	Physical Therapist - An individual registered and licensed as a physical therapist by the Board of Registration in Allied Health Professionals and who provides physical therapy.
113	Speech/Language Pathologist, Audiologist - An individual registered and licensed as a Speech/Language Pathologist or as an Audiologist by the Board of Registration in Speech/Language Pathology and Audiology and provides speech and hearing therapy.
114	Dietitian/Nutritionist - An individual registered as a dietitian by the Commission on Dietetic Registration of the American Dietetic Association or an individual with a Bachelor's or Master's degree in nutrition, who provides nutritional counseling, Education, supervision of meal/menu preparation.
115	Special Education Teacher - An individual certified in special education by the Massachusetts Department of Education and Working in that capacity.
116	Teacher - an individual certified by the Massachusetts Department of Education, other than special education and working in that capacity.
117	Day Care Director - An individual certified by the Office for Children as a Day Care Director and functioning in that capacity.
118	Day Care Lead Teacher - An individual certified by the Office of Children as a Day Care Lead Teacher and functioning in that Capacity.
119	Day Care Teacher - An individual certified by the Office of children as a Day Care Teacher and functioning in that capacity.
120	Day Care Assistant Teacher/Aide - An individual certified by the Office of Children as a Day Care Assistant Teacher/Aide and functioning in that capacity.
121	Psychiatrist - An individual licensed to practice medicine, certified or eligible for certification by the American Board of Psychiatry and primarily involved in rendering or direction psychiatric care.
122	Psychologist - Doctorate- An individual holding a doctoral degree in psychology (including behavioral psychologist and neuropsychologist) or a closely related field, registered and licensed by the Board of Registration of Psychologist and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.
123	Psychologist - Master's- An individual holding a Master's degree in psychology (including behavioral psychologist) or a closely Related field and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or developmental and implementation of behavioral treatment plans.
124	Social Worker -LICSW - An individual registered as a Licensed Independent Clinical Social Worker by the Board of Registration of Social Workers and primarily engaged in providing diagnostic evaluations, psychological counseling/therapy or development and implementation of behavioral treatment plans.
125	Social Worker-LCSW- An individual registered as a Licensed Certified Social Worker by the Board of Registration of Social Workers and providing social work services.
126	Social Worker - LSW- An individual registered as a Licensed Social Worker by the Board of Registration of Social Workers and providing social work services (including casework/counseling).
127	Licensed Counselor - An individual with at least a Master's degree in counseling or a related field who is licensed by the Appropriate Board of Registration and provides counseling services.
128	Certified Vocational Rehabilitation Counselor - An individual certified by the Committee on Accreditation of Rehabilitation Facilities and provides vocational rehabilitation counseling.
129	Certified Alcoholism Counselor, Certified Drug Abuse Counselor, Certified Alcoholism/Drug Abuse Counselor- An individual Registered as either an Alcoholism Counselor, Drug Abuse Counselor or both by the Massachusetts Board of Substance Abuse Counselor Certification and who provides counseling services for substance abusers.
130	Counselor - An individual who provides therapeutic or instructive counseling to program clients/service recipients.
131	Case Worker/Manager - Master's - An individual possessing at least a Master's degree in counseling, or a closely related Discipline, providing casework/case management services including service eligibility determination, service plan development, Service coordination, resource development advocacy, etc.

132	Case Worker/Manager - An individual , providing casework/case management services including service eligibility determination, Service plan development service coordination, resource development advocacy, etc.
133	Direct Care/Program Staff Supervisor - A staff member whose primary responsibility is the supervision of nonprofessional or paraprofessional direct care/program staff in the performance of their programmatic functions or whose duties involve significant responsibility for program operations or logistics. A supervisor in this component may also perform direct client care.
134	Direct Care/Program Staff III - Staff, other than those described above, requiring a doctoral or Master's degree, specific Credentials or licensure, significant experience, or specialized skills, who are responsible for the general daily care of program clients/service recipients or for primary program service delivery.
135	Direct Care/Program Staff II - Staff, other than those described above, requiring a Bachelor's degree, experience or specific skills who are responsible for the general daily care of program clients/service recipients or for primary program service delivery.
136	Direct Care/Program Staff I - Staff, other than those defined above, who are responsible for the general daily care of program clients/service recipients or for primary program service. This includes relief employees on payroll.
137	Program Secretarial, Clerical Staff - Individuals required to carry on direct program clerical activities such as program or client Record keeping.
138	Program Support, Housekeeping, Maintenance, Janitorial, Groundskeeper, Drive, Cook - Individuals who carry our direct Program activities for client health and safety.
139	Direct Care Overtime Expense paid pursuant to the U.S. Fair Labor Standards Act of 1938 and Minimum Fair Wage Law of MGL Chapter 151.
140	Shift Differential Salary Expense incurred for providing on call services and working during late night and early morning shifts.
141	Relief Staff Expense for payments to an individual (not an employee of the organization employed to provide same type of employment service as relief staff services) or organization to provide direct care services on a temporary basis.
150	Payroll Taxes - Employer's share of FICA, MUCIA, Worker's Compensation Insurance, FUTA (in the case of for-profit Providers) and other payroll taxes paid by the employer on the direct care/program staff listed in category 1 on the budget.
151	Fringe Benefits - Life, health and medical insurance, pension and annuity plan contributions, day care, tuition benefits and all other non-salary/wage benefits received by direct care/program staff listed in category 1 on the budget.

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ATTACHMENT C
STATEMENT OF APPLICABLE
STATUTES, REGULATIONS, MANUALS, POLICIES AND PROCEDURES

I. STATUTES

A. STATE STATUTES

1. Massachusetts General Laws. Chapter 19B and Chapter 123B : **The Department of Mental Retardation .**
2. Massachusetts General Laws. Chapter 19C. **The Disabled Persons Protection Commission.**
3. **General Appropriation Act** for the Maintenance of the Departments, Boards, Commissions, Institutions and Certain Activities of the Commonwealth.

B. FEDERAL STATUTES

1. 31 U.S.C. § § 7505-7507. **Requirements for Single Audits.**
2. 42 U.S.C § § 301-1397f. **Social Security Act.**

II. STATE REGULATIONS

- A. **Department of Mental Retardation:** 115 CMR 1.00-10.00.
- B. **Division of Healthcare, Finance & Policy:** 114.5 CMR 4.00
- C. **Executive Office of Health and Human Services:** 101 CMR 2.00 and 8.00.
- D. **Executive Office for Administration and Finance:** 801 CMR 21.00
- E. **Division of Purchased Services:** 808 CMR 1.00
- F. **Office of the Comptroller:** 815 CMR 2.00 and 3.00

III. MANUALS

- A. **Commonwealth of Mass.** Procurement Policies and Procedures Handbook and any amendments which may be issued.
- B. **Department of Mental Retardation:** Inventory as amended from time to time.
- C. **Office of the Comptroller:** MMARS Manual and any corresponding MMARS Memoranda issued by the Office of the Comptroller as they relate to the delivery of social and rehabilitative services under the MM subsidiary.

IV. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC REPORTS

Monthly program utilization reports, using applicable vouchering service delivery reports (service recipient reports for cost reimbursement contracts; client calendar for unit contracts).

V. POLICIES

The Provider shall comply with the EOHHS Standardized Policy on Criminal Background Checks for Providers and State Agencies and all applicable DMR policies and Procedures, including but not limited to, DMR Policy 99-8: HIV & AIDS Policy and Procedures; DMR Policy 99-4: Reporting Policy; DMR Policy 89-10: Family/Citizen Monitoring Process, and such others as may, from time to time, be issued by the Commissioner of Mental Retardation.

VI. PROCEDURES

- A. **DMR Provider Non-Retaliation:** The Provider shall insure that no person, including, but not limited to, any client, family member or employee of DMR or provider shall be subject to retaliation by reason of the persons acting to protect the rights of a client, including, but not limited to filing a complaint pursuant to 115 CMR 9.00, or filing a report with or providing information to DPPC pursuant to G. L. c. 19C. Failure of any Provider to comply may result in cancellation of this contract, refusal to enter into subsequent contracts or other action deemed appropriate by the Commissioner of DMR.
- B. **DMR Quality Assurance:** The provider shall comply with DMR's procedures regarding the monitoring of the quality and effectiveness of the community-based services. These procedures shall provide for, but not be limited to, licensing or accreditation determinations, Independent Professional Review (IPR), Individual Support Plan (ISP) monitoring, family/citizen monitoring, and program evaluations.
- C. **Hepatitis B Screening:** DMR Procedures for Hepatitis B Screening and Immunization of Community Staff and Clients.
- D. **Mid Year Termination:** In the event that this contract is terminated by either party prior to the end of a fiscal year and the provider has operated the contracted program at or above the contract's utilization factor, the provider shall be entitled to the pro-rated portion of that year's maximum obligation corresponding to the portion of the year that the contract was in effect.
- E. **Indemnification:** No provider shall require an individual or his/her parent or guardian to sign any form that would indemnify and hold harmless the provider and its employees against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence as a condition to receiving services funded under this or any other DMR contract for the purchase of services.
- F. **HIPAA:** The provider who is a covered entity under HIPAA regulations shall comply with all HIPAA requirements.

VII. SPECIAL INFORMATION REQUESTS

Such other single reports as may from time to time to be reasonably requested on limited occasions by the DMR pursuant to its obligation to monitor and evaluate services.

Version January, 2003

ATTACHMENT C. Page 2--Residential Services

Per an Interagency Service Agreement between the Department of Mental Retardation (DMR) and the Division of Medical Assistance (DMA) relative to the provision of PCA services, the contractor will:

- Not seek PCA services for a consumer funded through this contract without written prior approval from the DMR Area or Regional Director for any consumer who receives at least 15 hours a week of direct support through this contract.
- Provide the necessary supports to meet the needs relative to the Activities of Daily Living (ADL) and the Instrumental Activities of Daily Living (IADL) as set forth in 130 CMR 422, 410 for any consumer for whom PCA services are being sought commensurate with the resources made available by the Department at the onset of residential services provided through this contract.
- Cooperate with staff of DMR, DMA or their designees in order to access the appropriateness of PCA supports for any consumer for whom such supports are being sought.

CRITICAL SERVICES PROCUREMENT (for inclusion in Residential Services Programs)

In order to ensure continuity of care to Commonwealth clients where a Service Contract for a residential program has been terminated because of a provider Contractor's breach, the Executive Office of Health and Human Services ("EOHHS") has promulgated the following standard Secretariat Condition applicable to all residential services for which EOHHS Purchasing Agencies purchase at least 50% of the capacity of the residential program. Service contracts to which this provision applies shall be deemed Critical Services Contracts. Where more than one EOHHS Purchasing Agency purchases the program, the Principal Purchasing Agency, or other Purchasing Agency designated by EOHHS ("EOHHS Purchasing Agency") shall be responsible for coordinating or otherwise negotiating on behalf of the Commonwealth as described below.

In the event of termination under Section 4 of the Commonwealth Terms and Conditions for Human and Social Services ("T/C-HSS") for the provider Contractor's breach, default or emergency of a Critical Service Contract, the following additional provision shall apply:

Upon the request of the EOHHS Purchasing Agency, the provider Contractor shall participate in good faith negotiations with the EOHHS Purchasing Agency, the Successor Provider and, where appropriate, the building owner and financial institution, over the temporary use and occupancy of the building by the Successor Provider. The scope of negotiations shall include, but not be limited to, the duration and other terms of the temporary use and occupancy. While nothing in this Condition shall require any party to the negotiations to reach an agreement, the parties shall make their best efforts to ensure the continuity of residential client care while the EOHHS Purchasing Agency is identifying alternative residential locations.

This provision shall remain in effect until the enactment of legislation authorizing the court appointment of a receiver in emergency situations in which clients of a provider Contractor are in imminent danger of harm.

Provider Name:

CONTRACTOR AUTHORIZED SIGNATURE VERIFICATION FORM

Individuals: Individuals have **two options** to verify signature authorization:

1. **Official Sample of Signature.** Signature verification may be accomplished by submitting a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature, **OR**
2. **Notarization.** In the alternative, the Bidder can have their signature notarized in the space below.

Corporations. Corporations have **two options** to verify signature authorization.

1. **Authorization and Clerk Certification:** The Corporate Clerk may certify in the space below that they have witnessed the authorized signatory's signature (made in the Clerk's presence) **AND** that the signatory is authorized to execute contracts and other documents and legally bind the corporation. (**NOTE:** Clerks may not self-certify if they act as Clerk and as an authorized signatory. Alternative documentation should be submitted); **OR**
2. **Authorization and Official Sample of Signature or Notarization** (Complete both "a." and "b." below)
 - a. **Authorization.** The Bidder may attach a copy of a board of directors vote stating that each signatory is authorized to execute contracts and other documents and legally bind the corporation, **AND:**
 - b. **Official Sample of Signature or Notarization. (Select one option)**
 - **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing an example of the authorized signatory's signature, **OR**
 - **Notarization.** Have each of the signatory's signature notarized (made in a notary's presence) below.

Partnership or Other Entities

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other entity, **AND**
2. **Official Sample of Signature or Notarization:** (Select one option)
 - a. **Official Sample of Signature.** Attach a copy of a driver's license, passport, social security card, business ID or other official form or identification containing the authorized signatory's signature; **OR**
 - b. **Notarization.** Have their signature notarized in the space below.

THIS SECTION IS FOR NOTARIZATION OR CORPORATE CLERK CERTIFICATION

PRINT SIGNATORY'S FULL LEGAL NAME:

SIGNATURE: (as it will appear on documents) _____

(NOTARY) I, _____ as a notary public certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory on behalf of the Bidder, and the individual's identity was verified, on this date: _____.
My commission expires on:

OR

(CORPORATE CLERK) I, _____ as corporate clerk of the Bidder/Contractor certify under the pains and penalties of perjury that I witnessed the signature of the aforementioned signatory and the signatory is authorized to execute contracts and other instruments and legally bind the Bidder/Contractor. This date: _____

AFFIX CORPORATE SEAL OR NOTARY SEAL HERE:

NORTHERN IRELAND NOTICE AND CERTIFICATION

Northern Ireland Notice and Certification

State agencies, state authorities, the House of Representatives or the state Senate may not procure goods or services from any person employing ten or more employees in an office or other facility located in Northern Ireland who fails to complete the certification below as required by M.G.L. c.7 section 22C:

The bidder does not employ ten or more employees in an office or other facility in Northern Ireland.

The bidder employs ten or more employees in an office or other facility located in Northern Ireland and certifies that:

- 1) the bidder does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and
- 2) the bidder promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
- 3) the bidder is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Signed under the pains and penalties of perjury on this _____ Day of _____

Bidder Name

X _____
Signature of Authorized Representative Signing on
Behalf of Bidder

Print Name of Authorized Representative of Bidder

Print Title of Authorized Representative of Bidder

AFFIRMATIVE MARKET PROGRAM (AMP) FORM



Affirmative Market Program

Commonwealth of Massachusetts

Pursuant to Executive Order 390, any contract with a potential financial benefit of \$50,000 or more requires a bidder to complete applicable sections of this form and include the required attachments for consideration in the scoring of their submission for any contracting opportunity with the Commonwealth of Massachusetts.

Bidder Name:

RFR Name/Title:

RFR Number:

Contact Name:

Phone:

Fax:

Email address:

Company Address:

Is Bidder SOMWBA Certified? Yes

No

Bidders must submit one form for each M/WBE Business Relationship

The bidder's business relationship is with:

Please Check (Only One Per Form): MBE WBE M/WBE M/W Non Profit

SOMWBA Certification Number & Expiration Date (Copy of SOMWBA certificate must be attached):

Check type of business relationship that applies. Agencies may consider requiring all or some of the following components as part of the AMP Plan submitted by bidders.

1. Subcontract: verification of expenditure commitments.
 2. Growth & Development: plan for education, training, mentoring, resource sharing, other initiatives.
 3. Ancillary: verbal or written expenditure commitments
 4. Past Performance: past expenditures with certified M/WBEs for previous 2 years.
 5. Additional Creative Initiatives: description needed:
-

1. Please complete this Section if the business relationship is Subcontract:

Committed Expenditures: Year 1:

Benchmark: Yr 2:

Yr 3:

Yr 4:

Yr 5:

Note: All expenditures for Subcontractors require a contract agreement between Bidder & M/WBE. Description of commodities or services acquired from subcontractor (attach additional pages as necessary):

2. Please complete this section if the business relationship is Growth & Development:

Please provide a narrative here that describes your approach in building the capacity of the M/WBE, including deliverables or measurable outcomes and anticipated dates of completion, which can be validated during the contract. (Attach additional pages as necessary):

AFFIRMATIVE MARKET PROGRAM (AMP) FORM

3. Please complete this section if the business relationship is Ancillary:

Committed Expenditures: Year 1:

Benchmark: Year 2: Year 3: Year 4: Year 5:

Total for all years with a written contract.

Total for all years with a verbal agreement.

Description of commodities or services M/WBE will provide (continue on additional pages as necessary):

4. Please complete this section for consideration relating to Past Performance (or spending with certified minority- or women-owned businesses):

Expenditures for the past 2 years: in Year 200 ; in Year 200 .

Description of these expenditures for commodities or services (continue on additional pages as necessary):

5. Please complete this section for consideration relating to any Additional Incentives:

Please provide a description of any creative approaches to partnering with certified businesses (continue on additional pages as necessary):

Certification: I hereby certify under the pains and penalty of perjury that the information above is correct, to the best of my knowledge:

(Signature of Authorized Signatory of Bidder)

(Print Name)

(Title)

(Business Name)

(Date)

AUTHORIZATION FOR ELECTRONIC FUNDS PAYMENT

WHAT SHOULD A DEPARTMENT DO TO PROCESS A PAYEE'S REQUEST TO RECEIVE PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT)?

Electronic funds transfer (EFT) allows for payments to be made to Contractors electronically. It is the preferred method of payment for all payees doing business with the Commonwealth. A new Contractor should always be encouraged by the Department to receive payment electronically. It saves the Commonwealth money and can be more efficient for the payee. When a Department initiates a new business relationship with a payee this question should always be asked.

Registering a Contractor for EFT payment is the responsibility of the Department doing business with that payee. The Contractor should complete and return **to the Department** the "Authorization For Electronic Funds Transfer Payment" form, which follows. This form contains the banking information that the Department must enter on the Vendor Update (VU) Transaction screen.

Departments should follow the steps listed below:

- I. Departments will enter the required EFT information on the Vendor Update (VU) screen.
- II. After the Vendor Update has been approved by CTR, MMARS alerts Treasury to the fact that an EFT Contractor request has been entered.
- III. The Treasury initiates a pre-note process, similar to a test run, of the EFT process, to ensure that the electronic transfer will work correctly. This takes about 15 days to complete.
- IV. If there is no problem, the EFT payment process is enabled.
- V. If there is a problem, there are two options:
 - A. In some cases, TRE will be able to correct misinformation and process the EFT request. The Contractor Banking Status Table (VBST) will be updated with a 'Y' in the "Notice of Change" field. If the banking information has been corrected the Department may have to update their own internal system when applicable.
 - B. In other cases, TRE will not be able to fix the information. Departments must monitor the VBST table, for any rejected EFT and changed requests. The VBST screen contains the "Electronic Commerce Status Flag". If the value for your Department Contractor is "R" for Reject, either the Pre-note on the "EFT" has rejected for the Contractors shown on that table. The Department should contact the Contractor to resolve the problem.

Availability of Electronic Funds Transfer (EFT) for Payees

In order to facilitate the Contractor's use of this technology, on the next page is the Authorization for Electronic Funds Payments form, which can be given by Departments to Contractors. Contractors should then return the form to the Department so the following data can be entered on the Vendor Update (VU) transaction.

- Bank Transit Routing Number
- Bank Account Number
- Type of Account (Checking or Savings)

Having the Contractor attach a voided check to the form may be helpful to the Department in ensuring the accuracy and completeness of the information. To complete the EFT initiation process, Contractors need to contact their bank and inform it that they will be receiving their payments by EFT. The bank receives EFT payments through their Automated Clearing House (ACH) service. It is then up to the bank to provide that detailed payment description information for the payee.

COMMONWEALTH OF MASSACHUSETTS
AUTHORIZATION FOR ELECTRONIC PAYMENTS

The Commonwealth's goal is to make the printing and mailing of paper checks an obsolete business practice in the Commonwealth of Massachusetts. Electronic fund transfer (EFT) is the preferred method of payment for all payees doing business with the Commonwealth. EFT saves the Commonwealth money and is more efficient for the payee.

EFT allows for payments to be credited to payee's designated account electronically similar to an employee's direct deposit of payroll. The Commonwealth has been offering EFT to Vendors for almost 15 years. Annually, the Commonwealth pays more than \$5 billion dollars via EFT. Payments are more predictable, with no delays to the payee. Remittance information is transmitted to the vendor bank and is provided to vendors on their bank statements. This remittance information can now also be accessed via the Internet at the Comptroller's VendorWeb site <http://massfinance.state.ma.us>.

Payees can sign up through the Office of the Comptroller. To expedite this process, the payee should complete the lower portion of this page and return to the address listed below.

A voided check attached to the form may help to ensure the accuracy and completeness of the information. To complete the EFT initiation process, payees should contact their bank once the form has been filed with the Commonwealth and inform them that they will be receiving payment by EFT using the CTX format. The bank receives EFT payments through their Automated Clearing House (ACH) service.

EFT is safer and faster. Thank you for your smart decision in going the EFT way.

**COMMONWEALTH OF MASSACHUSETTS
AUTHORIZATION FOR ELECTRONIC FUNDS TRANSFER PAYMENTS**

"I hereby authorize the Commonwealth of Massachusetts, through the State Treasurer, to deposit funds due into the account at the bank named below. The State Treasurer is also authorized to debit my account only to adjust any over deposit which it has caused to be made to my account."

VENDOR BANK INFORMATION:

Vendor Bank Name:

Vendor Bank Transit Routing Number:

Vendor Bank Account Number:

(Please Check Account Type): Checking Account (attach voided check) or Saving Account

VENDOR INFORMATION:

Vendor Tax Identification Number (EIN):

Vendor/Business Name:

Vendor Contact Name: _____ Telephone: _____

Address:

City: _____ State: _____ Zip: _____

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to:

**Office of the Comptroller
One Ashburton Place, Room 901
Boston, Ma 02108**

AUTHORIZED SIGNATURE:

Print Name and Title:

DATE: _____



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

This Commonwealth Terms and Conditions for Human and Social Services form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division/Division of Purchased Services (OSD), for use by Commonwealth of Massachusetts ("State") Departments and Contractor organizations that contract to provide Human and Social Services to Commonwealth clients. **Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.** Upon execution of these Commonwealth Terms and Conditions for Human and Social Services by the Contractor and filing as prescribed by CTR, these Commonwealth Terms and Conditions for Human and Social Services will be incorporated by reference into any Contract for Human and Social Services executed by the Contractor and any Department, in the absence of a superseding law or regulation requiring a different Contract form. Its provisions are in addition to the requirements contained in 808 CMR 1.00 and any Human and Social Services Contract(s), as well as any applicable requirements contained in 808 CMR 2.00 or 801 CMR 21.00. This Commonwealth Terms and Conditions for Human and Social Services is effective upon signature by the Contractor or July 1, 1997, whichever is later, and supersedes the Master Agreement and General Conditions approved by ANF on May 1, 1995.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, unless otherwise permitted in 801 CMR 21.00, the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor; the date the Contract was executed by an authorized signatory of the Department; the date specified in the Contract; or, the date of Secretariat authorization pursuant to M.G.L. c. 29, §29B.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with 801 CMR 21.00, 808 CMR 1.00 and the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. c. 7A, §3 and 815 CMR 9.00. In no event shall payments under any Contract exceed the rate or maximum obligation of the Contract or be directed to off-set costs which are not reimbursable under Commonwealth contracts under any provision of law, including M.G.L. c. 7, §56 and 808 CMR 1.00. Upon determination by the Department that the Contractor has not provided services to the extent billed, has billed for services to any client who the Contractor knew or should have known was ineligible for services according to the terms of the Contract, has received duplicate or otherwise excess payments, has used Contract payments for non-reimbursable expenses or otherwise failed to perform in accordance with the terms of the Contract or 808 CMR 1.04, the Department may, upon reasonable notice and opportunity for correction, delay, disallow, set-off or recoup payments.

3. Contractor Payment Mechanism. The Contractor will be paid using the Payment Voucher System unless a different payment mechanism is agreed upon in the Contract. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty.

4. Contract Termination Or Suspension.

a. Procedures. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon any of the events or conditions set

forth below. During the notice period for termination, the parties may agree to adjust the termination conditions, including the effective date contained within the notice of termination. Grounds and procedures for termination are: i) Immediate Termination: Absence of Funding or Emergency. A Contract shall terminate immediately upon receipt of written notice of termination under the following conditions: the absence of appropriation, allotment, availability or authorization to the Department to discharge its obligations under the Contract in the fiscal year; a party's default, breach or any intervening casualty which poses an immediate threat to the life, health or safety of a client; the indictment of the Contractor or one of its principals or officers for an offense or offenses related to the provision of services; fraudulent activities on the part of the Contractor in its dealings with the Commonwealth; or the filing for bankruptcy by a Contractor. ii) Early Termination: Breach or Default, Reduction of Funding or Change in Law. A Contract may be terminated by providing notice of termination effective not less than forty-five (45) calendar days after date of notice under the following conditions: either party may terminate if the other party fails to fulfill its obligations under a Contract, including partial or complete non-performance of any provision; there is a reduction of funds appropriated for Contracts; or if any statute or regulation which governs performance is changed, differently interpreted by a court or other competent authority, newly enacted, adopted or promulgated so as to increase the burdens on either party in complying with the terms of the Contract significantly beyond those existing at the time of execution. For termination for breach or default, the party must specify the alleged default or breach in writing, allowing a reasonable time, but not less than thirty (30) calendar days, for correction. For termination due to reduction in funding, the Department may alternatively provide a conditional notice of termination with a proposed amendment to a Contract. iii) Termination without Cause. Either party may terminate the Contract without cause upon provision of written notice to the other at least sixty (60) calendar days before its effective date. Whether or not cause to terminate exists under any other provision, a party may elect to terminate without cause.

b. Obligations Upon Termination. Upon termination, the Contractor shall have the following obligations: i) Transfer of Clients. The Contractor shall use its best efforts to provide for the health and safety of clients being served under the Contract for a reasonable period of time, while the Department arranges for their transfer, and shall cooperate fully with the Department's efforts to transfer clients. ii) Client Records. Client records maintained pursuant to the Contract shall remain the property of the Contractor, subject to the provisions of Sections 6, 7 and 11d. However, where the Department has continuing responsibility to provide for the clients funded by the Contract, the Contractor must, upon request, provide to the Department or the new Contractor a copy of the client records of services as authorized by the Department. The reasonable cost of such transfer will be borne by the Department. iii) Reports and Other Documents. All documents, data, studies, and reports related to performance of the Contract shall be submitted to the Department by the Contractor, unless the Department directs otherwise. iv) Furnishings and Equipment. The termination of the Contract does not affect the Contractor's responsibilities with respect to equipment and other property under 808 CMR 1.00. v) Payment. The Contractor shall be paid for all authorized services performed up to the date of termination, subject to the provisions of Section 2. In addition, if the Department is required to remove clients from a facility operated by the Contractor and fails to remove said clients, unless otherwise agreed by the parties and subject to the conditions set forth in Section 2, the Contractor will be paid at the rate contained in its terminated Contract for continuing to provide services after the date of termination and until such clients are removed. vi) Subsequent Audit. If a Contract is terminated without inspection, review or audit, the Commonwealth retains the right to conduct an inspection, review, or audit and to disallow reimbursement or recover funds if any finding warrants such action.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing, in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor.

6. Confidentiality. The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as required by 808 CMR 1.00 and as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Contractor shall maintain adequate written policies and procedures for accounting, management and personnel activities, including but not limited to conflict of interest and nepotism policies. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of records at a reasonable expense.

8. Assignment. No liability, responsibility, obligation, duty or interest under a Contract may be assigned, delegated, assumed or transferred, in whole or in part, without the prior written approval of the Department. However, the Contractor or a court appointed receiver shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c.106, §9-318. The Contractor or court appointed receiver must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions for Human and Social Services and a Contract. When the Department furnishes federal funds to the Contractor, which are being passed down to a subcontractor, the subcontract must contain a provision that the subcontractor will comply with applicable federal single audit, cost principles and administrative requirement standards. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring, Employment and Service Delivery. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. The Contractor shall not discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for services, or in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, status as a Vietnam Era Veteran, sexual orientation or for exercising any rights or benefits afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities and agrees to comply with any affirmative action programs required by Executive Order 227, or any successor provisions.

11. Human and Social Services Contracting Provisions

a. Board of Directors Standards. If a non-profit organization, the Contractor shall comply with the principles in the Massachusetts Attorney General's "Guide for Board Members of Charitable Organizations" and with the standards for boards contained in the American Institute of Certified Public Accountants (AICPA)'s statements on auditing standards, as may be amended from time to time. Further, the Contractor

specifically agrees that: i) members of the Contractor's management and immediate family (as defined in the AICPA's Financial Accounting Standards Board Statement number 57) will not comprise more than 30% of the voting members of the Contractor's board or any of the board's committees or subcommittees; and, ii) the Contractor's Board of Directors will approve the selection of the Contractor's audit firm, will annually review its executive director's or other more senior manager's performance and set that person's compensation by formal vote, and will meet as frequently as necessary to fulfill the Contractor's obligations under this section. Where the board meets less than two times during its fiscal year, the Contractor shall submit a description of its board structure and the dates of each board and subcommittee meeting with its Uniform Financial Statements and Independent Auditor's Report (UFR).

b. Client Care and Use of Funds. The Contractor shall comply with all applicable provisions of law relative to the care of clients and the investigation and reporting of suspected client abuse or neglect. The Contractor shall provide the Department with copies of all legally mandated reports of client abuse or neglect where the alleged abuse or neglect was a direct or indirect consequence of the services rendered under a Contract and shall comply with all additional reporting requirements relative to client abuse and neglect contained in a Contract. The Contractor shall be subject to any standards cited in a Contract for the disqualification of candidates for positions where the candidates have criminal records, for establishing proof of criminal record information of candidates prior to hire and for addressing criminal activities subsequent to hire. The Contractor shall also comply with all laws and regulations and contractual provisions relative to the use of client funds, property or other resources.

c. Annual Financial Reporting Requirements. The Contractor and any subcontractor must comply with all applicable annual financial reporting requirements set forth in 808 CMR 1.00 and the instructions to the UFR. Any nonprofit Contractor receiving in excess of the threshold of federal funds through the Commonwealth, as set forth in Office of Management and Budget (OMB) Circular A-133 or successor provision, must comply with the Circular as well.

d. Publications. The Contractor shall not disseminate, reproduce, display or publish any report, map, information, data or other materials or documents expressly required or produced in whole or in part pursuant to a Contract, nor shall any such materials or documents be the subject of an application for patent or copyright by or on behalf of the Contractor, without the prior written consent of the Department. If the Contractor prepares, publishes or distributes any publication describing any services or programs the cost of which are funded at least in part by a Contract, then any such publication shall, unless the Department directs otherwise, contain a prominently displayed statement to that effect.

e. Additional Provisions Applicable to Contractors Receiving Federal Funds. If the Contractor receives federal funds from the Commonwealth through a Contract, then, in accordance with OMB Circular A-110 or successor provision, it further agrees to the following: i) Equal Employment Opportunity: All contracts entered into by the Contractor shall contain a provision requiring compliance with federal Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60; ii) Contract Work Hours and Safety Act: If the Contractor employs mechanics or laborers to fulfill its contractual obligations, it will comply with sections 102 and 107 of 40 USC 327-333, as supplemented by 29 CFR part 5.; iii) Clean Air Act and the Federal Water Pollution Control Act: If the Contractor receives more than \$100,000 in federal funds the Contractor agrees to comply with any applicable standards, order, or regulations issued pursuant to 42 USC 7401 et seq. and 33 USC 1251 et seq.; and iv) Byrd Anti-Lobbying Amendment: If a Contractor receives \$100,000 or more of federal funds through a Contract, by signing that Contract it certifies it has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. A Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or



COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor supplies, equipment or other materials used for a Contract and for all deliverables, records, documents, files, data, studies and reports which are in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession and, where applicable, ownership and full legal title, to the deliverables, records, documents, files, data, studies and reports are transferred to and accepted by the Department.

14. Forum and Choice of Law. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions for Human and Social Services, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then

both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All formal amendments must be executed by the parties and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions for Human and Social Services, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions for Human and Social Services, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for Human and Social Services for any applicable Contract executed with the Commonwealth as certified by its authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name:

Title:

Date: _____

Full Legal Organization Name:

Doing Business As: Name (If Different):

Tax Identification Number:

Address:

Telephone:

FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS FOR HUMAN AND SOCIAL SERVICES (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

Commonwealth of Massachusetts
Request for Verification of Taxation Reporting Information
(Massachusetts Substitute W-9 Format)

Pursuant to IRS regulations, vendors & customers must furnish their Taxpayer Identification Number (TIN) to the Commonwealth. Vendors must complete, sign, and return this form before payments may be made.

LEGAL NAME (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I below.
(See **Specific Instructions** on the back page.)

BUSINESS NAME- If different from the above. (See **Specific Instructions** on the back page)

LEGAL ADDRESS – Number, Street, and apt. or suite no., City, State and ZIP code.

REMITTANCE (PAYMENT) ADDRESS (If different from the above) Number, Street, and apt. or suite no., City, State and ZIP code.

PHONE #

FAX #

PART I- Taxpayer Identification Number (TIN) Verification

PART III- Update to existing W-9 Form

Enter your Taxpayer Identification Number (TIN) in the appropriate box.

Enter either **SSN OR EIN. DO NOT ENTER BOTH.** (See PART I I.)

Social Security Number (SSN)

Employer Identification Number (EIN)

A Request for Verification of Taxation Reporting Information has been previously filed with the Commonwealth under this TIN. This form will replace that form.

Please attach supporting documentations specified in instructions on the back page under Updates.

PART II – What Name and Number to give to the requester (one type of account box MUST be checked)

TYPE OF ACCOUNT Please check one	NAME	TIN	ORGANIZATION TYPE
Individual	The Individual Name	SSN	I
Sole Proprietorship	The Individual Name- The Owner	SSN or EIN	I
Corporate	The corporation (including Canada & Mexico)	EIN	C
Partnership	The Partnership	EIN	P
A valid trust, estate, or pension trust	Legal entity. List first and circle the name of the legal trust, estate or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)	EIN	T
Association, club, religious, charitable, educational, or other tax-exempt organization.	The Organization	EIN	O
A broker or registered nominee	The broker or nominee	EIN	Any of the above except Individual

I have read and understand the Commonwealth of Massachusetts Request for Verification of Taxation Reporting Information
Please check this box

Under penalties of perjury, I declare that I have examined this request and to the best of my knowledge and belief, all information I have supplied is true, correct, and complete.

Signature

_____/_____/_____
Date

Please print or type your name & title

_____/_____/_____
Date

Commonwealth of Massachusetts

Request for Verification of Taxation Reporting Information

GENERAL INSTRUCTIONS

(Section references are to the Internal Revenue Code.)

Purpose of Form - A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report payments made to you for the sales of goods & services & real estate transactions. Use the Request for Verification of Taxation Reporting Information (*Massachusetts Substitute W-9 Form*) to furnish your correct TIN to the Commonwealth and, when applicable, (1) to certify that the TIN you are furnishing is correct (*or that you are waiting for a number to be issued*).

How To Obtain a TIN - If you do not have a TIN, apply for one immediately. To apply, get **Form SS-5**, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or **Form SS-4**, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.

To complete the Request for Verification of Taxation Reporting Information if you do not have a TIN, write "Applied For" in the space for the TIN in Part 1, sign and date the form, and give it to the requester. Generally, you will then have 60 days to obtain a TIN and furnish it to the requester. Note: Writing "Applied For" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Request for Verification of Taxation Reporting Information, include your TIN, sign and date the form, and give it to the requester.

Penalties

Failure to Furnish TIN - If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding - If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500.

Criminal Penalty for Falsifying Information - Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

SPECIFIC INSTRUCTIONS

Name - If you are an individual, you must generally provide the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name, the last name shown on your social security card and your new last name.

Sole proprietor - You must enter your *individual* Name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

Other entities - Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or legal document creating the entity. You may enter your business, trade, or "doing business as" name on the business line.

Foreign Vendors - If you are a nonresident alien or foreign entity not subject to backup withholding, give the requester a completed **Form W-8BEN** (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding).

TIN "Applied For" - Follow the instructions under How to Obtain a TIN, sign and date this form.

Signature - The form must be signed to be considered valid.

Privacy Act Notice - Section 6109 requires you to furnish your correct taxpayer identification number (TIN) to persons who must file information returns with IRS to report interest, dividends, and certain other income paid, the acquisition of property. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return.

Organizations Recognized by the Commonwealth as Tax Exempt - Organizations seeking recognition of tax exempt status with the Commonwealth must provide documentation of the organization federal tax exempt status in the form of a ruling or determination letter issued by the Internal Revenue Service (IRS). The Commonwealth recognizes the following IRS tax exempt status organization rulings:

- . Section 501(c) (1 through 23)
- . Section 501 (d)
- . Section 501(e)
- . Section 501 (f)
- . Section 501(k)
- . Section 521 (a)

For more information on Tax-Exempt status, please see IRS Publication 557 (rev. Jan. 99).

Updates to the Request for Verification of Vendor/Customer Taxation Reporting Information - If any of the information requested on this form changes (*i.e., name or address changes*), the payee must submit a new Request for Verification of Taxation Reporting Information with the updated information. Changes to name or TIN must be accompanied by IRS certification of Name & TIN.

If the payee receives notification from the IRS that an information return (*i.e., 1099-MISC*) was filed on their behalf by the Commonwealth with incorrect spelling of their name and/or incorrect or missing TIN (commonly referred to as a "B-Notice" or IRS Form 8355), the payee must immediately complete a new Request for Verification of Taxation Reporting Information with the corrected information and attach a copy of the IRS Form 8355 to the form.

If the Office of the State Comptroller or a department of the Commonwealth contacts you because the IRS has informed the Commonwealth that a return filed in your behalf has an incorrect spelling of your vendor name and /or incorrect or missing TIN. You must submit a new Request for Verification of Taxation Reporting Information and attach an IRS verification of your TIN and correct (*legal*) name.

If you have Questions on Completing this Form - Please contact the Office of the State Comptroller

By Phone: (617) 973-2311 or 973-2655

Completion of Form:

Upon completion of this form, please return it to the Commonwealth department you wish to register with for the purpose of doing business.

AFFIRMATIVE ACTION PLAN FORM
(Required for procurements of \$50,000 or more - employers only)

Bidder Name:

RFR Name/Title:

RFR Number: #

Pursuant to Executive Orders 227 and 246, any contract with a potential financial benefit of \$50,000 dollars or more requires a bidder to submit an Affirmative Action Plan. The format for Affirmative Action Plans shall be determined in accordance with the Executive Orders and the procuring department's secretariat, if the secretariat specifies a format. **If a format has not been specified by the department's secretariat, bidders will be required to complete either A or B below:**

A. BIDDER MUST ATTACH A COPY OF AFFIRMATIVE ACTION PLAN TO RFR RESPONSE.

OR

B. BIDDER MUST COMPLETE THE FOLLOWING CERTIFICATION OF AFFIRMATIVE ACTION PLAN.

IN WITNESS WHEREOF, the bidder certifies under the pains and penalties of perjury, that as an employer, it is committed to non-discrimination in employment and if selected to execute contracts with the Commonwealth of Massachusetts shall also be committed to procure commodities, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally, as certified by the execution of this certification by an authorized signatory of the bidder as of the last date indicated below.

X_____

(Signature of Authorized Signatory of Bidder)

PRINT NAME:

(Print Name of Authorized Signatory of Bidder)

TITLE:

(Print Title of Authorized Signatory of Bidder)

DATE:_____

BUSINESS REFERENCE FORM

Bidder:

RFR Name/Title:

RFR Number:

The bidder must provide (indicate a number) business references.

Reference name:

Contact:

Address:

Phone #:

Fax #:

Internet address:

Description and date(s) of commodities and services provided:

Reference name:

Contact:

Address:

Phone #:

Fax #:

Internet address:

Description and date(s) of commodities and services provided:

Reference name:

Contact:

Address:

Phone #:

Fax #:

Internet address:

Description and date(s) of commodities and services provided:

Reference name:

Contact:

Address:

Phone #:

Fax #:

Internet address:

Description and date(s) of commodities and services provided:

References will be contacted to confirm the bidder's abilities and qualifications as stated in the bidder's response. The department may deem the bidder's response unresponsive if a reference is not obtainable from a listed reference after reasonable attempts.